

7581  
JUL 2 1974  
INTERSTATE COMMERCE COMMISSION

## CHATTEL MORTGAGE

(Railroad Equipment Security Agreement)

THIS CHATTEL MORTGAGE dated as of March 15, 1974, from UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation, with its principal offices at 2200 East Devon Avenue, Des Plaines, Illinois (the "Mortgagor") to CHEMICAL BANK, a banking association chartered under the laws of the State of New York, with its principal offices at 20 Pine Street, New York, New York, 10005 (the "Mortgagee"),

## W I T N E S S E T H

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in a principal amount not in excess of \$6,800,000 as evidenced by that certain Mortgage Note of the Mortgagor (the "Note") payable to the order of the Mortgagee and expressed to bear interest at the rate of interest per annum specified therein and to mature three years after the date thereof; and

WHEREAS, said Note and the principal and interest thereon and any and all extensions or renewals thereof in whole or in part and all other sums at any time due or owing from or required to be paid by the Mortgagor under the terms hereof or of said Note are hereinafter referred to as "indebtedness hereby secured";

NOW, THEREFORE, the Mortgagor, to secure the payment of all the indebtedness hereby secured and the performance and observance of all the covenants and agreements in said Note or in this Mortgage provided to be performed or observed by the Mortgagor, does hereby grant, bargain, sell, convey, confirm, transfer, mortgage and set over unto the Mortgagee, its successors and assigns, forever, and does hereby grant to the Mortgagee a security interest in, all and singular the following described properties, rights and interests, and all of the estate, right, title and interest of the Mortgagor therein, whether now owned or hereafter acquired (all of which property, rights and interests hereby transferred, conveyed and mortgaged or intended so to be is herein-after collectively referred to as the "mortgaged property") that is to say:

## I

The railroad cars ("Cars") described in Schedule A hereto.

II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the Cars hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said Cars, including all additions thereto which are now or shall hereafter be incorporated therein, together with all the rents, issues, income, profits and avails thereof,

SUBJECT, HOWEVER, to all the rights, powers, title and interest of Chicago, Rock Island and Pacific Railroad Company ("Lessee") or any party claiming by or through Lessee, in and with respect to said mortgaged property arising under the leases dated January 17, 1974, as amended, ("Leases"), described in Schedule A hereto with Mortgagor as lessor.

TO HAVE AND TO HOLD said mortgaged property unto the Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth; provided, however, that if the Mortgagor performs the covenants herein and pays to the Mortgagee, its successors or assigns, the full amount of both principal and interest on the indebtedness hereby secured then this instrument shall be and become void and of no further force and effect; otherwise this Mortgage to remain in full force and effect.

SECTION 1. COVENANTS AND WARRANTIES:

1.1. The Mortgagor is the owner and is lawfully seized and possessed of the mortgaged property and has good right, full power and authority to convey, transfer and mortgage the same to the Mortgagee; and such property is free from any and all liens and encumbrances prior to or on parity with the lien of this Chattel Mortgage (excepting only any lien for ad valorem taxes not now in default, and the right, title and interest of Lessee under the Leases) and the Mortgagor will warrant and defend the title thereto against all claims and demands whatsoever (except those arising under the Leases).

1.2. The Mortgagor will do, execute, acknowledge, and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper for the better assuring, conveying, assigning and conforming unto the Mortgagee all of the mortgaged property, or property intended so to be, whether now owned or hereafter acquired.

1.3. The Mortgagor will promptly pay the indebtedness hereby secured as and when the same or any part thereof becomes due (whether by lapse of time, declaration, demand or otherwise).

1.4. Subject to the rights of the Lessee, the Mortgagor will cause the mortgaged property and each and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, renewals, and replacements so that the value and efficiency of such property shall not be impaired.

1.5. The Mortgagor will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon or against the mortgaged property or any part thereof, and will not suffer to exist any mechanics', laborers', statutory or other lien on the mortgaged property or any part thereof; provided, however, that nothing herein contained shall be deemed to require the Mortgagor to pay any tax, assessment, charge or lien, or any claim or demand of mechanics, laborers or others, prior to the due date thereof, or to require the Mortgagor to pay or discharge any tax, assessment, lien, claim or charge (whether or not due or delinquent) the validity or amount of which is being contested in good faith by appropriate proceedings; provided, however, that the Mortgagor will pay or discharge such tax, assessments, lien, claim or charge if seizure of the mortgaged property is imminent.

1.6. The Mortgagor will at its own expense duly comply with and perform all the covenants and obligations of the Mortgagor under the Leases and will at its own expense seek to cause the Lessee to comply with and observe all the terms and conditions of the Leases.

1.7. So long as any indebtedness under the Note remains unpaid, the Mortgagor will deliver or cause to be delivered to Mortgagee, as soon as available, and in any event within 120 days after the end of each fiscal year, copies, in comparative form with the preceding fiscal year, of the consolidated balance sheet of U. S. Railway Mfg. Co., Mortgagor, and United States Railway Leasing Company as at the end of such fiscal year, and of the consolidated income statements of all of such companies for such fiscal year. Such consolidated balance sheet and consolidated income statement shall be prepared in reasonable detail, in accordance with generally accepted accounting principles and shall be accompanied by a report and opinion of independent certified public accountants of recognized standing selected by the aforementioned companies, which report and opinion shall be based upon an examination made in accordance with generally accepted auditing standards. Together with each delivery of the financial statements hereinabove required, Mortgagor will deliver to Mortgagee an officer's certificate stating that there exists no default under this Mortgage, the Note, or if such default exists, stating the nature thereof, the period of existence thereof and what action, if any, the Mortgagor proposes to take with respect thereto. If the Mortgagor or the Lessee at any time shall insure the mortgaged property against loss due to any risk, the Mortgagor shall cause the Mortgagee to be named as loss payee in any policy or policies providing such insurance.

1.8. If the Mortgagor shall fail to observe and perform any of the covenants set forth in this Section 1, the Mortgagee may, but shall not be obligated to, advance sums to and may perform the same, and all advances made by the Mortgagee shall, with interest thereon at 9% per annum, constitute part of the indebtedness hereby secured and shall be payable forthwith; but no such act or expenditure by the Mortgagee shall relieve the Mortgagor from the consequence of any default.

1.9. It shall be lawful for the Mortgagor to retain possession of the mortgaged property, and at its own expense to keep and use the same, until an event of default shall occur hereunder as hereinafter defined. United shall be entitled to continue to receive the rentals and all other amounts payable by Lessee or any other person, firm or corporation with respect to the Cars or under any Lease, except that any amount so payable shall continue to be paid to and received by Mortgagor until and unless Mortgagee or its successors or Mortgagor shall notify the Lessee or any successor to its interest that an Event of Default has occurred under the terms and provisions hereof and that payments are thereafter to be made to Mortgagee, or its successors.

1.10. Mortgagor shall from time to time do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by Mortgagee to do or execute for the purpose of fully carrying out and effectuating this Mortgage and the intent hereof.

SECTION 2. CERTAIN PREPAYMENTS, PARTIAL RELEASES, AND SUBSTITUTION OF MORTGAGED PROPERTY:

2.1. Without regard to whether an event of default under Section 3 hereof has occurred and is continuing, Mortgagor agrees that it will pay over to Mortgagee all monies ("settlement monies") paid to it pursuant to a Lease as settlement for the loss, theft, destruction, or damage beyond repair of any car or cars leased thereunder as follows: commencing with the first settlement from and after the date hereof relating to any car covered by a Lease, Mortgagor will retain and accumulate the monies received from a settlement or succeeding settlements under any or all Leases until such time as the Mortgagor has accumulated an amount in excess of \$50,000.00 at which time all such settlement monies then held by the Mortgagor will be applied against the indebtedness due under the Note as hereinafter provided. The foregoing procedure for accumulating and paying over settlement monies in excess of \$50,000.00 shall be repeated from time to time until all indebtedness due under the Note has been paid in full. Mortgagee shall apply each payment of settlement monies on the next succeeding principal installment payment date to the prepayment of principal of the Note. Such prepayment of principal shall be applied in inverse order of principal installments coming due on the Note. The Mortgagor shall promptly transmit to Mortgagee any notice or information it receives concerning loss, theft, destruction or damage beyond repair to cars covered by a Lease requiring settlement payment under such Lease. With respect to all cars for which Mortgagee has received all settlement monies paid to the Mortgagor as required by a Lease, Mortgagee shall execute and deliver to Mortgagor, if requested, a release of the lien of this Mortgage with respect to such car or cars.

2.2. Mortgagor shall make annual payments of principal as required in the Note. Mortgagor shall have the right at any time and from time to time to prepay the unpaid principal balance or any part thereof without penalty. Such prepayments shall be applied first to the

next succeeding annual principal payment due under the Note, and the amount, if any, by which such prepayment exceeds the amount of such next succeeding annual principal payment shall be applied in inverse order of principal payments coming due on the Note.

2.3. The Mortgagor and Mortgagee acknowledge that the per car cost to Mortgagor of the Cars ranged from \$1,500 to \$4,000. Nevertheless, Mortgagee agrees that for each \$2,468.24 paid upon the principal amount of the Note, whether as annual payment of principal, voluntary prepayment or otherwise, Mortgagee will release one Car from the lien hereof upon the written request of Mortgagor specifying the Car or Cars to be released and the amount of principal so prepaid.

2.4. Mortgagor may, at any time and from time to time, by written notice to Mortgagee designating the units of railroad equipment involved, substitute other cars ("Substitute Cars") for Cars covered hereunder ("Withdrawn Cars"), provided, however, that the Substitute Cars shall be (i) of the same type and description of the Withdrawn Cars and (ii) covered by the lease covering the Withdrawn Car. Upon delivery to Mortgagee of a supplemental mortgage duly recorded pursuant to Section 20c of the Interstate Commerce Act imposing the lien hereof upon the Substitute Cars subject only to the lease with Lessee covering such Cars, and a certificate of Mortgagor certifying as to the matters set forth in clauses (i) and (ii) of the first sentence of this Section 2.4, the Mortgagee shall execute and deliver to Mortgagor a release of the Withdrawn Cars from the lien hereof.

### SECTION 3. DEFAULTS AND OTHER PROVISIONS:

3.1. The term "event of default" for the purpose hereof shall mean any one or more of the following:

- (a) Default for a period of ten days in the payment of interest on the Note;
- (b) Default for a period of ten days in the payment of any installment of principal or of the Note at maturity, whether by acceleration or otherwise;
- (c) Default in the due observance or performance of any other covenant, condition or agreement required to be observed and performed by the Mortgagor in the Note, this Mortgage or by any guarantor under any guaranty of the Note and continuance of such default for a period of 15 days after notice thereof has been given to Mortgagor or such Guarantor, as the case may be.

- (d) Any representation or warranty made by the Mortgagor to the Mortgagee in writing herein or in any statement or certificate furnished by the Mortgagor to the Mortgagee or in connection with the making of any loan or loans evidenced by the Note, proves untrue in any material respect as of the date of the issuance or making thereof;
- (e) The Mortgagor or a guarantor under any guaranty of the Note becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies or consents to the appointment of a trustee or receiver for the Mortgagor or for the major part of its property;
- (f) A trustee or receiver is appointed for the Mortgagor or a guarantor under any guaranty of the Note or for the major part of the property of any of such parties;
- (g) Bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Mortgagor or a guarantor under any guaranty of the Note.

3.2. When any such event of default has happened and is continuing, the Mortgagee may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

- (a) The Mortgagee may, upon the occurrence of a default under Paragraph 3.1.(a), (b), (c), (d) or (f), by notice in writing to the Mortgagor, declare the entire unpaid balance of said Note to be immediately due and payable, and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable; provided, however, that upon the occurrence of a default under Paragraph 3.1 (e) or (g), the entire unpaid balance of the Note, together with all accrued interest thereon shall be and become immediately due and payable without notice by Mortgagee;
- (b) Subject always to then existing rights, if any, of the Lessee under the Leases, the Mortgagee, personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the mortgaged property, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Mortgagor, with or without notice, demand, process of law or

legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, that the Mortgagee may, and is hereby given the right and authority to, keep and store said mortgaged property, or any part thereof, on the premises of the Mortgagor, and that the Mortgagee shall not thereby be deemed to have surrendered, or to have failed to take, possession of such mortgaged property;

- (c) Subject always to then existing rights, if any, of the Lessee under the Leases, the Mortgagee may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession, and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Mortgagor once at least ten days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said mortgaged property, or any part thereof, at public auction or private sale to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Mortgagee may determine, and at any place (whether or not it be the location of the mortgaged property or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice; and the Mortgagee or the holder or holders of the Note, or of any interest therein, may bid and become the purchaser at any such sale;
- (d) The Mortgagee may proceed to protect and enforce this Mortgage and the Note by suit or suits or proceedings in equity, at law or in pending bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law;
- (e) The Mortgagee may proceed to exercise in respect of any Lease and the property covered thereby and the duties, obligations and liabilities of the Lessee thereunder, all rights, privileges and remedies in said Lease or by applicable law permitted or provided to be exercised by the Mortgagor, and may exercise all such rights and remedies either in the name of the Mortgagee or in the name of the Mortgagor for the use and benefit of the Mortgagee.
- (f) The Mortgagee may sell the rentals reserved under any Lease, and all right, title and interest of the Mortgagee as assignee thereof, at public auction

to the highest bidder and either for cash or on credit, the Mortgagee to give the Mortgagor ten days' prior written notice of the time and place of holding any such sale, and provided always that the Mortgagee shall also comply with any applicable mandatory legal requirements in connection with such sale.

3.3. If the Mortgagee shall be receiving or shall have received monies pursuant to Paragraphs 1.9 and 3.2(e) hereof, it may from time to time, but no less frequently than on the next succeeding principal installment payment date, apply such monies against the next succeeding installment of principal and interest on the Note, or if proceedings have been commenced for the sale of the mortgaged property then all sums so received and the purchase money proceeds and avails of any sale of the mortgaged property or any part thereof, and the proceeds and avails of any other remedy hereunder, or other realization of the security hereby given, and the proceeds of any sale pursuant to subparagraph (f) of Section 3.2 hereof, shall be applied:

- (a) First, to the payment of the cost and expenses of the sale, proceeding or other realization, including all costs and expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling such mortgaged property or, as the case may be, said rentals, the reasonable fees and expenses of the attorneys and agents of the Mortgagee in connection therewith, and to the payment of all taxes, assessments, or similar liens on the mortgaged property which may at that time be superior to the lien of this Mortgage (unless such sale or other realization is subject to any such superior lien);
- (b) Second, to the payment of all advances made hereunder by the Mortgagee pursuant to Section 1.8 hereof, together with all interest therefor;
- (c) Third, to the payment of the whole amount remaining unpaid on the Note, both for principal and interest, and to the payment of any other indebtedness of the Mortgagor hereunder or secured hereby, so far as such proceeds may reach;
- (d) Fourth, to the payment of the surplus, if any, to the Mortgagor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

The Mortgagee shall not be liable for interest on any sums held by it pursuant to this Paragraph 3.3. If there be a deficiency the Mortgagor shall remain liable therefor and shall forthwith pay the amount of any such deficiency to the Mortgagee.

3.4. Any sale or sales pursuant to the provisions hereof, whether under the power of sale granted hereby or pursuant to any legal proceedings, shall operate to divest the Mortgagor of all right, title, interest, claim and demand whatsoever, either at law or in equity, of, in and to the mortgaged property so sold, and shall be free and clear of any and all rights

of redemption by, through or under the Mortgagor, the Mortgagor hereby covenanting and agreeing that it will not at any time insist upon or plead, or take the benefit or advantage of or from, any law now or hereafter in force providing for a valuation of appraisement of the mortgaged property prior to any sale or sales thereof or providing for any right to redeem the mortgaged property or any part thereof. The receipt by the Mortgagee, or by any person authorized under any judicial proceeding to make any such sale, shall be a sufficient discharge to any purchaser of the mortgaged property, or of any part thereof, sold as aforesaid; and no such purchaser shall be bound to see to the application of such purchase money, or be bound to inquire as to the authorization, necessity or propriety of any such sale. In the event at any such sale the holder or holders of the Note is or are the successful purchaser or purchasers, such holder or holders of said Note shall be entitled, for the purpose of making settlement or payment, to use and apply said Note by crediting thereon the amount apportionable and applicable thereto out of the net proceeds of such sale.

#### SECTION 4. MISCELLANEOUS

4.1. Any notice provided for hereby or by any applicable law to be given to the Mortgagor shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed to the Mortgagor at its address set forth at the beginning of this Mortgage.

4.2. The failure or delay of the Mortgagee to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Mortgage, or to exercise any right, remedy or privilege herein conferred, shall not impair, or be construed as thereafter waiving any such covenants, remedies, conditions or provisions; but every such term, condition and covenant shall continue and remain in full force and effect. Nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Mortgage operate to prejudice, waive or affect the security of this Mortgage or any rights, powers or remedies hereunder; nor shall the Mortgagee be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

4.3. The unenforceability or invalidity of any provision or provisions of this Mortgage shall not render any other provision or provisions herein contained unenforceable or invalid.

4.4. All the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

4.5. Mortgagor agrees to pay all costs and expenses in connection with this transaction and the preparation, execution, delivery and recording of any documents in connection therewith.

4.6. No modification or waiver of any provisions of this Mortgage or any Guaranty of the Note, nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor in any case shall entitle it to any other or further notice or demand on account of the continuance of the same circumstances.

4.7. Mortgagee acknowledges that the Note has not been registered under the Securities Act of 1933 and may be offered and sold only if registered pursuant to said Act or if exempted from such registration.

IN WITNESS WHEREOF, the Mortgagor has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized all as of the day and year first above written.

UNITED STATES RAILWAY EQUIPMENT CO.

(CORPORATE SEAL)

By: Ralph E. Bell  
Vice. President

ATTEST:

  
Ralph E. Bell  
Assistant Secretary

ACCEPTED:

CHEMICAL BANK

By: John C. Clark  
Vice President

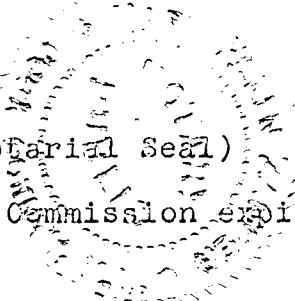
(CORPORATE SEAL)

ATTEST:

S.W. Setterson  
ASS'T Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On this 16th day of July, 1974, before me personally appeared Ralph C. Peelle and Paul R. Leeks, to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Assistant Secretary of UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Doris E. Gander  
Notary Public

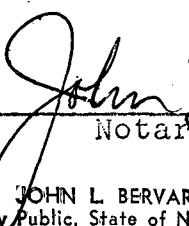
(Notarial Seal)

My Commission expires

June 11, 1975

STATE OF NEW YORK )  
CITY OF NEW YORK ) SS

On this 19th day of July, 1974, before me personally appeared John C. F. Tidone and Sw Sitterson, to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Assistant Secretary of CHEMICAL BANK, a banking association chartered under the laws of the State of New York, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
John L. Bervar  
Notary Public

(Notarial Seal)

JOHN L. BERVAR  
Notary Public, State of New York  
No. 41-5303890  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1976

My Commission expires \_\_\_\_\_, 19 \_\_\_\_\_.

SCHEDULE A

<u>Number of Cars</u>	<u>Description of Equipment</u>	<u>RI Car Reporting Marks (Both Inclusive)</u>	<u>Lease Term (Years)</u>	<u>ICC Recordation Number</u>
396	50 ton 40'6" steel sheathed boxcars	see A-1	10	7304
390	50 ton 40'6" steel sheathed boxcars	see A-2	10	7308 ✓
364	50 ton 40'6" steel sheathed boxcars	see A-3	10	7307
450	50 ton 40'6" steel sheathed boxcars	see A-4	10	7306
150	50 ton 40'6" steel sheathed boxcars	see A-5	10	7310; 7310-A ✓
250	50 ton 40'6" steel sheathed boxcars	see A-6	7	7305 ✓
60	50 ton 50'6" steel sheathed boxcars	see A-7	5	7309; 7309-A ✕
135	50 ton 50'6" steel sheathed boxcars	see A-8	6.5	7303
70	50 ton 50'6" steel sheathed boxcars	see A-9	7	7302
90	50 ton 50'6" steel sheathed boxcars	see A-10	7	7312
400	70 ton 2750 cu. ft. triple dump all steel open top hopper cars	see A-11	7	7311; 7311-A ✓

## 50 Ton 40'6" steel sheathed boxcars with 6' sliding doors

OLD NUMBER	NEW NUMBER						
057000	057006	051074	057059	051146	057116	051221	057165
051001	057001	051061	057056	051147	057111	051222	057166
051004	057002	051062	057057	051150	057112	051223	057167
051005	057003	051063	057058	051151	057113	051225	057168
051007	057004	051064	057054	051152	057114	051227	057169
051008	057005	051065	057050	051153	057115	051227	057170
051009	057006	051066	057051	051154	057116	051228	057171
051010	057007	051067	057052	051155	057117	051229	057172
051013	057008	051068	057053	051156	057118	051231	057173
051014	057009	051069	057054	051157	057119	051234	057174
051015	057010	051070	057055	051159	057120	051235	057175
051016	057011	051071	057056	051160	057121	051236	057176
051017	057012	051072	057057	051162	057122	051237	057177
051018	057013	051073	057058	051163	057123	051237	057178
051019	057014	051074	057059	051164	057124	051240	057179
051020	057015	051075	057070	051167	057125	051241	057180
051021	057016	051076	057071	051168	057126	051242	057181
051022	057017	051100	057072	051169	057127	051243	057182
051023	057018	051101	057073	051171	057128	051244	057183
051025	057019	051102	057074	051172	057129	051245	057184
051027	057020	051104	057075	051173	057130	051246	057185
051030	057021	051105	057076	051175	057131	051247	057186
051031	057022	051106	057077	051176	057132	051249	057187
051032	057023	051107	057078	051180	057133	051250	057188
051033	057024	051111	057079	051181	057134	051251	057189
051034	057025	051112	057080	051184	057135	051252	057190
051035	057026	051113	057081	051185	057136	051254	057191
051036	057027	051114	057082	051186	057137	051255	057192
051036	057028	051115	057083	051187	057138	051256	057193
051040	057029	051116	057084	051188	057139	051259	057194
051043	057030	051117	057085	051189	057140	051260	057195
051044	057031	051119	057086	051191	057141	051261	057196
051045	057032	051120	057087	051192	057142	051262	057197
051046	057033	051122	057088	051193	057143	051263	057198
051047	057034	051123	057089	051194	057144	051265	057199
051048	057035	051124	057090	051195	057145	051267	057200
051049	057036	051125	057091	051196	057146	051268	057201
051050	057037	051127	057092	051199	057147	051269	057202
051052	057038	051128	057093	051200	057148	051270	057203
051053	057039	051129	057094	051201	057149	051271	057204
051054	057040	051130	057095	051202	057150	051272	057205
051056	057041	051131	057096	051204	057151	051273	057206
051057	057042	051132	057097	051207	057152	051275	057207
051058	057043	051133	057098	051208	057153	051276	057208
051059	057044	051134	057099	051209	057154	051277	057209
051061	057045	051135	057100	051210	057155	051279	057210
051062	057046	051136	057101	051211	057156	051280	057211
051063	057047	051137	057102	051213	057157	051281	057212
051064	057048	051138	057103	051214	057158	051284	057213
051065	057049	051139	057104	051215	057159	051285	057214
051070	057050	051140	057105	051216	057160	051287	057215
051071	057051	051141	057106	051217	057161	051288	057216
051074	057052	051143	057107	051218	057162	051290	057217
051075	057053	051144	057108	051219	057163	051292	057218
051076	057054	051145	057109	051220	057164	051293	057219

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OLD NUMBER	NEW NUMBER						
021294	057266	021272	057275	021450	0572550	021527	057365
021295	057261	021274	057276	021454	0572554	021530	057366
021277	057222	021275	057277	021455	0572552	021531	057367
021298	057223	021276	057278	021454	0572553	021532	057368
021201	057264	021275	057279	021455	0572554	021533	057369
021204	057225	021280	057280	021457	0572555	021534	057370
021205	057265	021281	057281	021456	0572556	021535	057371
021208	057227	021283	057282	021454	0572557	021536	057372
021207	057228	021284	057283	021456	0572558	021537	057373
021206	057229	021285	057284	021464	0572559	021538	057374
021209	057230	021288	057285	021455	0572560	021539	057375
021210	057231	021290	057286	021466	0572561	021540	057376
021212	057232	021291	057287	021467	0572562		
021213	057233	021292	057288	021466	0572563		
021214	057234	021294	057289	021469	0572564		
021215	057235	021295	057290	021470	0572565		
021216	057236	021297	057291	021471	0572566		
021217	057237	021298	057292	021472	0572567		
021218	057238	021400	057293	021473	0572568		
021219	057239	021401	057294	021474	0572569		
021220	057240	021402	057295	021475	0572570		
021221	057241	021403	057296	021480	0572571		
021222	057242	021405	057297	021481	0572572		
021225	057243	021407	057298	021483	0572573		
021226	057244	021408	057299	021484	0572574		
021228	057245	021410	057300	021485	0572575		
021229	057246	021411	057301	021487	0572576		
021231	057247	021413	057302	021486	0572577		
021232	057248	021414	057303	021480	0572578		
021233	057249	021415	057304	021490	0572579		
021234	057250	021416	057305	021495	0572580		
021235	057251	021417	057306	021494	0572581		
021236	057252	021421	057307	021496	0572582		
021238	057253	021422	057308	021497	0572583		
021239	057254	021423	057309	021500	0572584		
021240	057255	021424	057310	021501	0572585		
021243	057256	021426	057311	021503	0572586		
021244	057257	021427	057312	021505	0572587		
021245	057258	021428	057313	021506	0572588		
021246	057259	021429	057314	021507	0572589		
021248	057260	021430	057315	021505	0572570		
021249	057261	021432	057316	021510	0572571		
021250	057262	021434	057317	021512	0572572		
021251	057263	021435	057318	021512	0572573		
021253	057264	021436	057319	021514	0572574		
021255	057265	021437	057320	021515	0572575		
021256	057266	021438	057321	021516	0572576		
021257	057267	021439	057322	021517	0572577		
021259	057268	021440	057323	021518	0572578		
021262	057269	021442	057324	021519	0572579		
021263	057270	021443	057325	021520	0572580		
021264	057271	021445	057326	021522	0572581		
021265	057272	021446	057327	021523	0572582		
021266	057273	021448	057328	021527	0572583		
021264	057274	021449	057329	021528	0572584		

## LEASE - GROUP NO. 2

50 Ton 40'6" steel sheathed boxcars with 6' sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
021543	057440	021671	057445	021743	057550
021544	057441	021673	057446	021744	057551
021546	057442	021674	057447	021746	057552
021547	057443	021675	057448	021747	057553
021549	057444	021676	057449	021748	057554
021600	057445	021678	057500	021749	057555
021601	057446	021679	057501	021750	057556
021604	057447	021680	057502	021751	057557
021605	057448	021682	057503	021752	057558
021607	057449	021684	057504	021754	057559
021608	057450	021685	057505	021755	057560
021541	057456	021687	057506	021756	057561
021542	057457	021688	057507	021758	057562
021543	057458	021689	057508	021759	057563
021544	057459	021690	057509	021760	057564
021545	057460	021691	057504	021761	057565
021546	057461	021692	057510	021762	057566
021547	057462	021693	057512	021763	057567
021548	057463	021697	057513	021764	057568
021549	057464	021698	057514	021765	057569
021550	057465	021700	057515	021771	057570
021551	057466	021701	057516	021772	057571
021552	057467	021703	057517	021774	057572
021553	057468	021704	057518	021775	057573
021554	057469	021705	057519	021777	057574
021555	057470	021706	057520	021778	057575
021557	057471	021707	057521	021779	057576
021558	057472	021708	057522	021780	057577
021559	057473	021709	057523	021781	057578
021560	057474	021710	057524	021784	057579
021563	057475	021711	057525	021785	057580
021564	057476	021712	057526	021786	057581
021565	057477	021714	057527	021788	057582
021566	057478	021715	057528	021789	057583
021567	057479	021717	057529	021790	057584
021570	057480	021718	057530	021793	057585
021571	057481	021719	057531	021794	057586
021572	057482	021720	057532	021796	057587
021573	057483	021724	057533	021797	057588
021574	057484	021725	057534	021800	057589
021575	057485	021726	057535	021801	057590
021576	057486	021727	057536	021802	057591
021577	057487	021728	057537	021804	057592
021578	057488	021729	057538	021806	057593
021579	057489	021730	057539	021807	057594
021580	057490	021731	057540	021808	057595
021581	057491	021733	057541	021810	057596
021582	057492	021734	057542	021812	057597
021583	057493	021735	057543	021813	057598
021585	057494	021736	057544	021814	057599
021587	057495	021738	057545	021816	057600
021588	057496	021739	057546	021817	057601
021589	057497	021740	057547	021821	057602
021590	057498	021741	057548	021823	057603
021591	057499	021742	057549	021824	057604

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OLD NUMBER	NEW NUMBER						
021865	057605	021801	057660	021445	057715	022074	057770
021826	057606	021402	057661	021596	057716	022080	057771
021828	057607	021404	057662	021498	057717	022081	057772
021810	057608	021405	057663	022000	057718	022082	057773
021831	057609	021409	057664	022001	057719	022083	057774
021833	057610	021410	057665	022002	057720	022084	057775
021834	057611	021411	057666	022003	057721	022085	057776
021835	057612	021413	057667	022004	057722	022087	057777
021836	057613	021417	057668	022005	057723	022088	057778
021839	057614	021418	057669	022006	057724	022089	057779
021840	057615	021422	057670	022009	057725	022090	057780
021841	057616	021423	057671	022012	057726	022091	057781
021842	057617	021425	057672	022013	057727	022092	057782
021844	057618	021426	057673	022015	057728	022093	057783
021847	057619	021427	057674	022016	057729	022097	057784
021848	057620	021429	057675	022017	057730	022098	057785
021849	057621	021432	057676	022018	057731		
021850	057622	021434	057677	022019	057732		
021851	057623	021435	057678	022020	057733		
021854	057624	021438	057679	022022	057734		
021855	057625	021439	057680	022023	057735		
021856	057626	021440	057681	022024	057736		
021857	057627	021441	057682	022025	057737		
021858	057628	021442	057683	022026	057738		
021860	057629	021446	057684	022028	057739		
021861	057630	021447	057685	022029	057740		
021862	057631	021448	057686	022032	057741		
021863	057632	021450	057687	022033	057742		
021864	057633	021452	057688	022034	057743		
021865	057634	021455	057689	022035	057744		
021866	057635	021457	057690	022036	057745		
021867	057636	021458	057691	022038	057746		
021868	057637	021459	057692	022039	057747		
021869	057638	021462	057693	022043	057748		
021872	057639	021466	057694	022046	057749		
021874	057640	021467	057695	022046	057750		
021875	057641	021468	057696	022046	057751		
021876	057642	021469	057697	022051	057752		
021877	057643	021470	057698	022054	057753		
021860	057644	021471	057699	022056	057754		
021861	057645	021472	057700	022057	057755		
021862	057646	021474	057701	022058	057756		
021863	057647	021475	057702	022059	057757		
021865	057648	021477	057703	022061	057758		
021866	057649	021478	057704	022064	057759		
021867	057650	021479	057705	022065	057760		
021868	057651	021482	057706	022067	057761		
021869	057652	021483	057707	022068	057762		
021870	057653	021487	057708	022069	057763		
021871	057654	021488	057709	022071	057764		
021872	057655	021490	057710	022072	057765		
021873	057656	021491	057711	022073	057766		
021874	057657	021492	057712	022074	057767		
021875	057658	021493	057713	022075	057768		
021876	057659	021494	057714	022077	057769		

50 Ton 40'6" steel sheathed boxcars with 6' sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
022146	057825	022217	057860	022265	057925
022147	057826	022218	057861	022266	057926
022148	057827	022219	057862	022267	057927
022149	057828	022220	057863	022268	057928
022150	057829	022221	057884	022269	057929
022151	057830	022222	057885	022270	057930
022152	057831	022223	057886	022271	057931
022154	057832	022224	057887	022272	057932
022155	057833	022227	057888	022273	057933
022157	057834	022228	057889	022274	057934
022160	057835	022229	057890	022275	057935
022161	057836	022230	057891	022276	057936
022162	057837	022231	057892	022277	057937
022163	057838	022232	057893	022278	057938
022164	057839	022233	057894	022279	057939
022099	057786	022166	057840	022280	057950
022100	057787	022167	057841	022281	057951
022101	057788	022170	057842	022282	057952
022102	057789	022171	057844	022283	057953
022107	057790	022172	057845	022284	057954
022108	057791	022173	057846	022285	057955
022109	057792	022174	057847	022286	057956
022111	057793	022175	057848	022287	057957
022113	057794	022176	057849	022288	057958
022114	057795	022177	057850	022289	057959
022115	057796	022178	057851	022290	057960
022116	057797	022179	057852	022291	057961
022117	057798	022182	057853	022292	057962
022118	057799	022183	057854	022293	057963
022119	057800	022184	057855	022294	057964
022120	057801	022185	057856	022295	057965
022121	057802	022187	057857	022296	057966
022122	057803	022188	057858	022297	057967
022124	057804	022190	057859	022298	057968
022125	057805	022191	057860	022299	057969
022126	057806	022192	057861	022300	057970
022127	057807	022193	057862	022301	057971
022128	057808	022194	057863	022302	057972
022130	057809	022195	057864	022303	057973
022131	057810	022196	057865	022304	057974
022132	057811	022197	057866	022305	057975
022133	057812	022198	057867	022306	057976
022134	057813	022199	057868	022307	057977
022135	057814	022200	057869	022308	057978
022136	057815	022201	057870	022309	057979
022137	057816	022202	057871	022310	057980
022138	057817	022204	057872	022311	057981
022139	057818	022207	057873	022312	057982
022140	057819	022208	057874	022313	057983
022141	057820	022210	057875	022314	057984
022142	057821	022212	057876	022315	057985
022143	057822	022213	057877	022316	057986
022144	057823	022214	057878	022317	057987
022145	057824	022216	057879	022318	057988

LEASE - GROUP NO. 350 Ton 40'6" steel sheathed boxcars with 6' sliding doorsAPPENDIX A  
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OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
022363	057940	022459	058045	022541	058100
022364	057951	022441	058046	022545	058101
022365	057952	022442	058047	022547	058102
022366	057953	022446	058048	022550	058103
022367	057954	022448	058049	022556	058104
022369	057955	022449	058050	022557	058105
022370	057956	022450	058051	022559	058106
022371	057957	022451	058052	022565	058107
022374	057958	022455	058053	022565	058108
022375	057959	022455	058054	022566	058109
022376	058000	022457	058055	022577	058110
022377	058001	022458	058056	022583	058111
022379	058002	022454	058057	022582	058112
022381	058003	022460	058058	022584	058113
022382	058004	022461	058059	022586	058114
022383	058005	022462	058060	022597	058115
022385	058006	022464	058061	022598	058116
022386	058007	022465	058062	022599	058117
022387	058008	022467	058063	022596	058118
022388	058009	022471	058064	022600	058119
022389	058010	022474	058065	022602	058120
022390	058011	022477	058066	022610	058121
022391	058012	022480	058067	022612	058122
022392	058013	022483	058068	022613	058123
022393	058014	022484	058069	022620	058124
022395	058015	022466	058070	022621	058125
022396	058016	022487	058071	022622	058126
022399	058017	022440	058072	022623	058127
022400	058018	022451	058073	022638	058128
022402	058019	022492	058074	022640	058129
022403	058020	022492	058075	022643	058130
022404	058021	022444	058076	022646	058131
022405	058022	022496	058077	022654	058132
022406	058023	022497	058078	022655	058133
022407	058024	022498	058079	022668	058134
022408	058025	022499	058080	022670	058135
022409	058026	022502	058061	022672	058136
022410	058027	022506	058062	022681	058137
022412	058028	022507	058083	022684	058138
022414	058029	022508	058064	022683	058139
022416	058030	022511	058085	022684	058140
022417	058031	022514	058086	022687	058141
022418	058032	022515	058087	022694	058142
022422	058033	022518	058088	022695	058143
022424	058034	022519	058089	022696	058144
022425	058035	022527	058090	022693	058145
022427	058036	022528	058091	022708	058146
022428	058037	022529	058092	022713	058147
022430	058038	022530	058093	022715	058148
022431	058039	022531	058094	022716	058149
022435	058040	022534	058095		
022438	058041	022535	058096		
022439	058042	022536	058097		
022443	058043	022537	058098		
022457	058044	022540	058099		

## LEASE - GROUP NO. 4

50 Ton 40'6" steel sheathed boxcars with 6' sliding doors

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OLD NUMBER	NEW NUMBER						
023003	058400	023126	058455	023252	058510	023272	058565
023004	058401	023141	058456	023253	058511	023274	058566
023006	058402	023144	058457	023257	058512	023275	058567
023008	058403	023147	058458	023254	058513	023276	058568
023011	058404	023151	058459	023260	058514	023277	058569
023013	058405	023152	058460	023261	058515	023280	058570
023014	058406	023153	058461	023262	058516	023281	058571
023015	058407	023154	058462	023263	058517	023285	058572
023017	058408	023159	058463	023265	058518	023289	058573
023018	058409	023160	058464	023266	058519	023294	058574
023023	058410	023162	058465	023268	058520	023295	058575
023028	058411	023166	058466	023271	058521	023296	058576
023029	058412	023167	058467	023274	058522	023298	058577
023034	058413	023168	058468	023275	058523	023299	058578
023035	058414	023169	058469	023277	058524	023401	058579
023036	058415	023171	058470	023279	058525	023402	058580
023039	058416	023175	058471	023281	058526	023403	058581
023042	058417	023176	058472	023280	058527	023404	058582
023044	058418	023177	058473	023291	058528	023406	058583
023050	058419	023180	058474	023292	058529	023407	058584
023051	058420	023181	058475	023293	058530	023408	058585
023052	058421	023182	058476	023295	058531	023409	058586
023055	058422	023184	058477	023291	058532	023412	058587
023057	058423	023190	058478	023302	058533	023414	058588
023063	058424	023191	058479	023304	058534	023415	058589
023064	058425	023192	058480	023312	058535	023417	058590
023066	058426	023193	058481	023315	058536	023419	058591
023070	058427	023201	058482	023318	058537	023420	058592
023072	058428	023202	058483	023317	058538	023421	058593
023075	058429	023205	058484	023320	058539	023424	058594
023084	058430	023206	058485	023321	058540	023425	058595
023085	058431	023207	058486	023325	058541	023426	058596
023089	058432	023208	058487	023327	058542	023427	058597
023093	058433	023209	058488	023328	058543	023428	058598
023096	058434	023212	058489	023330	058544	023429	058599
023097	058435	023215	058490	023331	058545	023430	058600
023099	058436	023216	058491	023332	058546	023433	058601
023100	058437	023214	058492	023325	058547	023435	058602
023101	058438	023223	058493	023342	058548	023437	058603
023102	058439	023227	058494	023347	058549	023440	058604
023104	058440	023228	058495	023346	058550	023443	058605
023105	058441	023229	058496	023344	058551	023445	058606
023107	058442	023233	058497	023351	058552	023446	058607
023108	058443	023235	058498	023352	058553	023447	058608
023109	058444	023236	058499	023353	058554	023448	058609
023110	058445	023237	058500	023354	058555	023450	058610
023111	058446	023238	058501	023355	058556	023452	058611
023113	058447	023240	058502	023357	058557	023454	058612
023115	058448	023241	058503	023358	058558	023456	058613
023120	058449	023242	058504	023359	058559	023459	058614
023122	058450	023243	058505	023366	058560	023460	058615
023123	058451	023245	058506	023367	058561	023462	058616
023124	058452	023246	058507	023368	058562	023464	058617
023122	058453	023249	058508	023369	058563	023465	058618
023126	058454	023251	058509	023370	058564	023466	058619

## LEASE - GROUP NO. 4

50 Ton 40'6" steel sheathed boxcars with 6' sliding doors

APPENDIX A  
Page 2 of 2 Pages

OLD NUMBER	NEW NUMBER								
023467	058680	023565	058675	023646	058730	023731	158765	023831	058840
023468	058681	023567	058676	023644	058731	023735	058766	023832	058841
023470	058682	023568	058677	023645	058732	023734	058767	023833	058842
023472	058683	023570	058678	023646	058733	023737	058768	023836	058843
023473	058684	023573	058679	023647	058734	023738	058769	023838	058844
023475	058685	023574	058680	023648	058735	023739	058770	023839	058845
023476	058686	023575	058681	023649	058736	023740	058771	023840	058846
023478	058687	023576	058682	023650	058737	023741	058772	023841	058847
023479	058688	023577	058683	023651	058738	023742	058773	023842	058848
023480	058689	023578	058684	023652	058739	023743	058774	023843	058849
023482	058690	023579	058685	023653	058740	023744	058775	023844	
023483	058691	023581	058686	023655	058741	023745	058776	023845	
023487	058692	023582	058687	023656	058742	023746	058777	023846	
023486	058693	023583	058688	023657	058743	023747	058778	023847	
023489	058694	023584	058689	023658	058744	023748	058779	023848	
023491	058695	023585	058690	023660	058745	023750	058780	023849	
023442	058696	023586	058691	023661	058746	023751	058781	023850	
023447	058697	023587	058692	023662	058747	023752	058782	023851	
023449	058698	023588	058693	023663	058748	023753	058783	023852	
023500	058699	023589	058694	023664	058749	023754	058784	023853	
023501	058700	023590	058695	023665	058750	023761	058785	023854	
023502	058701	023591	058696	023666	058751	023762	058786	023855	
023503	058702	023592	058697	023667	058752	023763	058787	023856	
023505	058703	023593	058698	023668	058753	023765	058788	023857	
023506	058704	023594	058699	023669	058754	023766	058789	023858	
023507	058705	023595	058700	023670	058755	023767	058790	023859	
023508	058706	023596	058701	023671	058756	023768	058791	023860	
023509	058707	023597	058702	023672	058757	023769	058792	023861	
023510	058708	023598	058703	023673	058758	023770	058793	023862	
023511	058709	023599	058704	023674	058759	023771	058794	023863	
023512	058710	023600	058705	023675	058760	023772	058795	023864	
023513	058711	023601	058706	023676	058761	023773	058796	023865	
023515	058712	023602	058707	023677	058762	023774	058797	023866	
023517	058713	023603	058708	023678	058763	023775	058798	023867	
023516	058714	023604	058709	023679	058764	023776	058799	023868	
023519	058715	023605	058710	023680	058765	023777	058800	023869	
023520	058716	023606	058711	023681	058766	023778	058801	023870	
023523	058717	023607	058712	023682	058767	023779	058802	023871	
023526	058718	023608	058713	023683	058768	023780	058803	023872	
023529	058719	023609	058714	023684	058769	023781	058804	023873	
023532	058720	023610	058715	023685	058770	023784	058805	023874	
023533	058721	023611	058716	023686	058771	023785	058806	023875	
023534	058722	023612	058717	023687	058772	023786	058807	023876	
023535	058723	023613	058718	023688	058773	023787	058808	023877	
023540	058724	023614	058719	023689	058774	023788	058809	023878	
023544	058725	023615	058720	023690	058775	023789	058810	023879	
023547	058726	023616	058721	023691	058776	023790	058811	023880	
023551	058727	023617	058722	023692	058777	023794	058812	023881	
023552	058728	023618	058723	023693	058778	023795	058813	023882	
023553	058729	023619	058724	023694	058779	023796	058814	023883	
023554	058730	023620	058725	023695	058780	023797	058815	023884	
023557	058731	023621	058726	023696	058781	023798	058816	023885	
023561	058732	023622	058727	023697	058782	023799	058817	023886	
023562	058733	023623	058728	023698	058783	023805	058818	023887	
023564	058734	023624	058729	023699	058784	023805	058819	023888	
023565	058735	023625	058730	023700	058785	023806	058820	023889	

50 Ton 40'6" steel sheathed boxcars with 6' sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
024008	054000	024256	054055	024426	054100
024010	054001	024255	054056	024429	054104
024011	054002	024257	054057	024441	054105
024016	054003	024258	054058	024442	054109
024018	054004	024266	054059	024444	054114
024019	054005	024267	054060	024450	054115
024027	054006	024269	054061	024453	054116
024032	054007	024270	054062	024454	054117
024041	054008	024271	054063	024460	054118
024050	054009	024273	054064	024463	054119
024052	054010	024274	054065	024465	054120
024058	054011	024276	054066	024466	054121
024061	054012	024277	054067	024473	054122
024063	054015	024281	054068	024477	054123
024067	054014	024282	054069	024483	054124
024069	054015	024284	054070	024485	054125
024071	054016	024290	054071	024488	054126
024075	054017	024293	054072	024493	054127
024079	054018	024295	054073	024494	054128
024085	054019	024296	054074	024496	054129
024086	054020	024298	054075	024502	054130
024104	054021	024303	054076	024514	054131
024105	054022	024314	054077	024527	054132
024106	054023	024323	054078	024529	054133
024107	054024	024326	054079	024532	054134
024108	054025	024334	054080	024537	054135
024110	054026	024325	054081	024570	054136
024115	054027	024336	054082	024573	054137
024120	054028	024337	054083	024574	054138
024125	054029	024340	054084	024576	054139
024130	054030	024346	054085	024584	054140
024136	054031	024346	054086	024585	054141
024144	054032	024349	054087	024629	054142
024162	054033	024355	054088	024632	054143
024164	054034	024360	054089	024637	054144
024280	054035	024368	054090	024642	054145
024465	054036	024371	054091	024645	054146
024174	054037	024372	054092	024644	054147
024176	054038	024373	054093	024646	054148
024178	054039	024380	054094	024650	054149
024182	054040	024381	054095		
024188	054041	024383	054096		
024200	054042	024390	054097		
024202	054043	024394	054098		
024204	054044	024403	054099		
024210	054045	024404	054100		
024212	054046	024405	054101		
024224	054047	024410	054102		
024225	054048	024416	054103		
024228	054049	024414	054104		
024230	054050	024418	054105		
024231	054051	024414	054106		
024232	054052	024429	054107		
024233	054053	024434	054108		
024235	054054	024435	054104		

50 Ton 40'6" steel sheathed boxcars with 6' sliding doors

OLD NUMBER	NEW NUMBER										
026500	054300	026574	054335	026644	054410	026715	054465	026783	054520		
026501	054301	026575	054336	026645	054411	026717	054466	026784	054521		
026502	054302	026576	054357	026646	054412	026718	054467	026780	054522		
026503	054303	026577	054358	026647	054413	026719	054468	026781	054523		
026504	054304	026578	054359	026648	054414	026720	054469	026782	054524		
026505	054305	026579	054360	026649	054415	026721	054470	026784	054525		
026506	054306	026580	054361	026650	054416	026724	054471	026785	054526		
026507	054307	026581	054362	026651	054417	026725	054472	026786	054527		
026508	054308	026584	054363	026652	054418	026726	054473	026787	054528		
026509	054309	026585	054364	026653	054419	026727	054474	026788	054529		
026510	054310	026586	054365	026654	054420	026728	054475	026789	054530		
026511	054311	026587	054366	026660	054420	026729	054476	026804	054531		
026512	054312	026589	054367	026661	054421	026730	054477	026805	054532		
026513	054313	026591	054368	026662	054422	026731	054478	026806	054533		
026514	054314	026592	054369	026663	054423	026732	054479	026807	054534		
026515	054315	026593	054370	026667	054424	026734	054480	026808	054535		
026516	054316	026594	054371	026668	054426	026737	054481	026809	054536		
026517	054317	026595	054372	026689	054427	026738	054482	026810	054537		
026518	054318	026600	054373	026670	054428	026740	054483	026811	054538		
026519	054319	026601	054374	026671	054429	026741	054484	026812	054539		
026520	054320	026602	054375	026672	054430	026742	054485	026814	054540		
026521	054321	026603	054376	026673	054431	026744	054486	026815	054541		
026522	054322	026604	054377	026674	054432	026745	054487	026816	054542		
026523	054323	026605	054378	026675	054433	026747	054488	026818	054543		
026524	054324	026606	054379	026677	054434	026747	054489	026819	054544		
026525	054325	026607	054380	026678	054435	026750	054490	026821	054545		
026526	054326	026610	054381	026680	054436	026751	054491	026822	054546		
026527	054327	026611	054382	026681	054437	026752	054492	026824	054547		
026528	054328	026612	054383	026683	054438	026754	054493	026825	054548		
026529	054329	026613	054384	026685	054439	026755	054494	026826	054549		
026530	054330	026615	054385	026686	054440	026756	054495				
026531	054331	026616	054385	026687	054441	026758	054496				
026532	054332	026617	054387	026688	054442	026759	054497				
026533	054333	026620	054388	026690	054443	026760	054498				
026534	054334	026621	054389	026691	054444	026761	054499				
026535	054325	026622	054390	026693	054445	026763	054500				
026536	054326	026623	054391	026694	054446	026764	054501				
026537	054327	026624	054392	026695	054447	026765	054502				
026538	054328	026625	054393	026697	054448	026766	054503				
026539	054329	026626	054394	026698	054449	026767	054504				
026540	054330	026628	054395	026699	054450	026768	054505				
026541	054331	026630	054396	026700	054451	026764	054506				
026542	054342	026633	054397	026701	054452	026770	054507				
026543	054343	026634	054398	026702	054453	026772	054508				
026544	054344	026635	054399	026703	054454	026773	054509				
026545	054345	026636	054400	026704	054455	026774	054510				
026546	054346	026639	054401	026705	054456	026776	054511				
026547	054347	026640	054402	026707	054457	026777	054512				
026548	054348	026642	054403	026708	054458	026778	054513				
026549	054349	026643	054404	026709	054459	026779	054514				
026550	054350	026644	054405	026710	054460	026780	054515				
026551	054351	026645	054406	026711	054461	026781	054516				
026552	054352	026646	054407	026713	054462	026784	054517				
026553	054353	026647	054408	026714	054463	026785	054518				
026554	054354	026648	054409	026715	054464	026787	054519				

50 Ton 50'6" steel sheathed boxcars with 8' sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
030350	050100	030423	050155
030352	050101	030425	050156
030353	050102	030427	050157
030354	050103	030429	050158
030355	050104	030430	050159
030356	050105		
030356	050106		
030357	050107		
030361	050108		
030362	050109		
030363	050110		
030364	050111		
030365	050112		
030366	050113		
030367	050114		
030368	050115		
030369	050116		
030370	050117		
030372	050118		
030373	050119		
030374	050120		
030436	050121		
030377	050122		
030374	050123		
030380	050124		
030381	050125		
030382	050126		
030382	050127		
030384	050128		
030385	050129		
030385	050130		
030387	050131		
030388	050132		
030365	050133		
030390	050134		
030391	050135		
030394	050136		
030439	050137		
030441	050138		
030396	050139		
030442	050140		
030430	050141		
030431	050142		
030432	050143		
030435	050144		
030437	050145		
030438	050146		
030439	050147		
030440	050148		
030441	050149		
030442	050150		
030443	050151		
030446	050152		
030448	050153		
030450	050154		

50 Ton 50'6" steel sheathed boxcars with 8' sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
005185	050e00	005261	050255	050281	050210
005189	050201	005262	050256	050282	050211
005190	050202	005263	050257	050283	050212
005191	050203	005264	050258	050284	050213
005193	050204	005265	050259	050284	050214
005194	050205	005266	050260	050284	050215
005195	050206	005267	050261	050284	050216
005197	050207	005268	050262	050284	050217
005201	050208	005269	050263	050284	050218
005202	050209	005270	050264	050284	050219
005203	050210	005271	050265	050284	050220
005204	050211	005272	050266	050284	050221
005205	050212	005274	050267	050284	050222
005206	050213	005275	050268	050284	050223
005207	050214	005276	050269	050284	050224
005208	050215	005277	050270	050284	050225
005209	050216	005278	050271	050284	050226
005210	050217	005279	050272	050284	050227
005213	050218	005280	050273	050284	050228
005214	050219	005281	050274	050284	050229
005216	050220	005282	050275	050284	050230
005217	050221	005284	050276	050284	050231
005218	050222	030501	050277	050284	050232
005219	050223	030502	050278	050284	050233
005221	050224	030503	050279	050284	050234
005222	050225	030504	050280		
005223	050226	030512	050281		
005225	050227	030516	050282		
005226	050228	030525	050283		
005227	050229	030527	050284		
005228	050230	030528	050285		
005229	050231	030529	050286		
005230	050232	030530	050287		
005231	050233	030532	050288		
005232	050234	030535	050289		
005233	050235	030544	050290		
005234	050236	030548	050291		
005235	050237	030550	050292		
005236	050238	030551	050293		
005239	050239	030554	050294		
005241	050240	030555	050295		
005242	050241	030560	050296		
005243	050242	030562	050297		
005244	050243	030566	050298		
005245	050244	030577	050299		
005247	050245	030586	050300		
005250	050246	030588	050301		
005251	050247	030594	050302		
005252	050248	030595	050303		
005253	050249	030596	050304		
005254	050250	030601	050305		
005255	050251	030603	050306		
005257	050252	030607	050307		
005259	050253	030611	050308		
005260	050254	030620	050309		

50 Ton 50'6" steel sheathed boxcars with 9' sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
030703	030400	030762	030455
030704	030401	030763	030456
030705	030402	030770	030457
030706	030403	030771	030458
030707	030404	030772	030459
030708	030405	030773	030460
030709	030406	030774	030461
030710	030407	030775	030462
030711	030408	030776	030463
030712	030409	030777	030464
030713	030410	030778	030465
030714	030411	030779	030466
030715	030412	030780	030467
030716	030413	030781	030468
030717	030414	030782	030469
030718	030415		
030720	030416		
030721	030417		
030722	030418		
030723	030419		
030724	030420		
030725	030421		
030726	030422		
030727	030423		
030728	030424		
030729	030425		
030730	030426		
030731	030427		
030733	030428		
030735	030429		
030736	030430		
030737	030431		
030738	030432		
030741	030433		
030742	030434		
030744	030435		
030745	030436		
030746	030437		
030747	030438		
030750	030439		
030751	030440		
030752	030441		
030753	030442		
030755	030443		
030756	030444		
030757	030445		
030758	030446		
030759	030447		
030760	030448		
030761	030449		
030762	030450		
030764	030451		
030765	030452		
030766	030453		
030767	030454		

SERIES 50500-50562 - 50 Ton 50'6" steel sheathed boxcars with 15' double sliding doors  
 SERIES 50563-50589 - 50 Ton 50'6" steel sheathed boxcars with 12'3" plug and sliding doors

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
064550	050500	064439	050559
064532	050501	064440	050558
064552	050502	064444c	050557
064553	050503	064445	050556
064554	050504	064444	050554
064557	050505	064446	050560
064550	050506	064447	050561
064558	050507	064448	050562
064563	050508	064451	050563
064564	050509	064453	050564
064565	050510	064454	050565
064566	050511	064457	050566
064567	050512	064458	050567
064570	050513	064461	050568
064572	050514	064464	050569
064573	050515	064465	050570
064574	050516	064466	050571
064578	050517	064468	050572
064580	050518	064470	050573
064582	050519	064474	050574
064584	050520	064475	050575
064586	050521	064476	050576
064587	050522	064477	050577
064588	050523	064478	050578
064589	050524	064479	050579
064591	050525	064480	050580
064592	050526	064481	050581
064594	050527	064483	050582
064595	050528	064484	050583
064596	050529	064485	050584
064599	050530	064486	050585
064400	050531	064487	050586
064401	050532	064491	050587
064405	050533	064492	050588
064406	050534	064493	050589
064407	050535		
064409	050536		
064410	050537		
064412	050538		
064413	050539		
064414	050540		
064417	050541		
064418	050542		
064419	050543		
064421	050544		
064422	050545		
064424	050546		
064427	050547		
064429	050548		
064430	050549		
064431	050550		
064433	050551		
064434	050552		
064435	050553		
064437	050554		

## 70 Ton 2750 cu. ft. triple dump all steel open top hopper cars

OLD NUMBER	NEW NUMBER						
009008	100000	009077	100055	009157	100110	009201	100155
009001	100001	009078	100056	009158	100111	009207	100166
009002	100002	009079	100057	009159	100112	009240	100167
009003	100003	009081	100058	009160	100113	009241	100168
009004	100004	009084	100059	009161	100114	009242	100169
009005	100005	009086	100060	009162	100115	009245	100170
009006	100006	009087	100061	009164	100116	009246	100171
009007	100007	009088	100062	009165	100117	009248	100172
009008	100008	009090	100063	009166	100118	009249	100173
009009	100009	009094	100064	009167	100119	009250	100174
009010	100010	009095	100065	009168	100120	009252	100175
009011	100011	009096	100066	009169	100121	009253	100176
009012	100012			009170	100122	009254	100177
009013	100013	009094	100068	009171	100123	009255	100178
009014	100014	009100	100069	009172	100124	009256	100179
009015	100015	009101	100070	009174	100125	009257	100180
009017	100016	009102	100071	009175	100126	009258	100181
009016	100017	009107	100072	009176	100127	009259	100182
009019	100018	009108	100073	009177	100128	009261	100183
009020	100019	009104	100074	009178	100129	009263	100184
009021	100020	009112	100075	009180	100130	009265	100185
009023	100021	009114	100076	009181	100131	009266	100186
009024	100022	009115	100077	009182	100132	009267	100187
009025	100023	009116	100078	009184	100133	009269	100188
009026	100024	009117	100079	009185	100134	009271	100189
009027	100025	009118	100080	009186	100135	009272	100190
009028	100026	009119	100081	009187	100136	009273	100191
009029	100027	009120	100082	009188	100137	009274	100192
009030	100028	009121	100083	009189	100138	009275	100193
009031	100029	009122	100084	009193	100139	009276	100194
009034	100030	009123	100085	009195	100140	009277	100195
009035	100031	009083	100086	009197	100141	009279	100196
009037	100032	009126	100087	009198	100142	009280	100197
009039	100033	009127	100088	009200	100143	009282	100198
009040	100034	009129	100089	009202	100144	009283	100199
009043	100035	009130	100090	009203	100145	009284	100200
009047	100036	009131	100091	009205	100146	009287	100201
009046	100037	009133	100092	009207	100147	009290	100202
009049	100038	009134	100093	009208	100148	009291	100203
009050	100039	009135	100094	009209	100149	009292	100204
009051	100040	009136	100095	009210	100150	009295	100205
009054	100041	009137	100096	009212	100151	009296	100206
009055	100042	009085	100097	009214	100152	009297	100207
009056	100043	009134	100098	009215	100153	009298	100208
009051	100044	009140	100099	009216	100154	009299	100209
009052	100045	009143	100100	009218	100155	009300	100210
009053	100046	009144	100101	009223	100156	009301	100211
009055	100047	009145	100102	009224	100157	009302	100212
009056	100048	009146	100103	009225	100158	009304	100213
009057	100049	009147	100104	009227	100159	009305	100214
009059	100050	009146	100105	009229	100160	009306	100215
009070	100051	009152	100106	009230	100161	009308	100216
009072	100052	009153	100107	009231	100162	009310	100217
009074	100052	009154	100108	009233	100163	009313	100218
009076	100054	009156	100109	009234	100164	009315	100219

LEASE - GROUP NO. 11

70 Ton 2750 cu. ft. triple dump all steel open top hopper cars

OLD NUMBER	NEW NUMBER	OLD NUMBER	NEW NUMBER
009317	100220	004344	100275
009318	100261	009345	100275
009376 009570	100222	009346	100277
009322	100223	009347	100278
009323	100224	009348	100279
009324	100225	009349	100280
009325	100226	004400	100281
009326	100227	009401	100282
009328	100228	009376	100283
009330	100229	009404	100284
009331	100230	004405	100285
009332	100231	009406	100286
009333	100232	004407	100287
009336	100233	009410	100288
009335	100234	009413	100289
009339	100235	009414	100290
009340	100236	009415	100291
009342	100237	009416	100292
009343	100238	009417	100293
009221	100239	009418	100294
009345	100240	009420	100295
009346	100241	009421	100296
009347	100242	009422	100297
009348	100243	009423	100298
009350	100244	009424	100299
009351	100245	009425	100300
009352	100246	009426	100301
009253	100247	009429	100302
009354	100248	009430	100303
009355	100249	009431	100304
009356	100250	009432	100305
009358	100251	009433	100306
009360	100252	009434	100307
009365	100253	009435	100308
009366	100254	009436	100309
009368	100255	009437	100310
009369	100256	009438	100311
009370	100257	009440	100312
009373	100258	009443	100313
009372	100259	009442	100314
009373	100260	009443	100315
009374	100261	009444	100316
009375	100262	009445	100317
009377	100263	009447	100318
009378	100264	009448	100319
009379	100265	009449	100320
009380	100266	009450	100321
009381	100267	009451	100322
009383	100268	009455	100322
009385	100269	009456	100324
009386	100270	009457	100325
009387	100271	009458	100326
009391	100272	009461	100327
009392	100273	009453	100328
009393	100274	009464	100329